

RESOLUTION NO. 2017-028

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SOUTH FULTON ADOPTING THE CITY OF SOUTH FULTON DEFINED CONTRIBUTION PLAN AND THE CITY OF SOUTH FULTON 457(b) DEFERRED COMPENSATION PLAN AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE APPLICABLE PLAN DOCUMENTS.

WHEREAS, the City of South Fulton (the “City”) wishes to establish a defined contribution plan, which is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), for the purpose of providing retirement benefits for its employees through City contributions and mandatory employee contributions (which shall be treated as “pick up” contributions under Section 414(h)(2) of the Code); and

WHEREAS, the City wishes to establish an eligible deferred compensation plan within the meaning of Section 457(b) of the Code for the benefit of its employees to make elective deferrals;

NOW, THEREFORE, BE IT RESOLVED, that Mayor and Council hereby authorize and approve the adoption of the City of South Fulton Defined Contribution Plan, substantially in the form attached hereto (the “DC Plan”), effective as of June 15, 2017.

BE IT FURTHER RESOLVED, that the mandatory employee contributions to the DC Plan are hereby designated as “pick up” contributions by the City in accordance with Section 414(h)(2) of the Code and shall be treated, for tax purposes, as employer contributions and as tax deferred to the employee.

BE IT FURTHER RESOLVED, that Mayor and Council hereby authorize and approve the adoption of the City of South Fulton 457(b) Deferred Compensation Plan, substantially in the form attached hereto (the “457(b) Plan”), effective as of June 15, 2017.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized, empowered and directed to take all actions and to execute and deliver all agreements, instruments, indentures, and documents as he shall deem necessary to carry out the intent of the foregoing resolutions, including, without limitation, the execution and delivery of the DC Plan and 457(b) Plan.

BE IT FURTHER RESOLVED, that the signature of the Mayor or any designee on any agreement, instrument, indenture, or document shall be conclusive evidence of his authority.

BE IT FINALLY RESOLVED, that this Resolution shall become effective when adopted, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

The foregoing Resolution No. **2017-028** was offered by Councilmember **Willis**, who moved its approval. The motion was seconded by Councilmember **Baker**, and being put to a vote, the result was as follows:


	AYE	NAY
William “Bill” Edwards, Mayor	<u> ✓ </u>	<u> </u>
Catherine Foster Rowell, Mayor Pro Tem	<u> ✓ </u>	<u> </u>
Carmalitha Lizandra Gumbs	<u> ✓ </u>	<u> </u>
Helen Zenobia Willis	<u> ✓ </u>	<u> </u>
Gertrude Naeema Gilyard	<u> ✓ </u>	<u> </u>
Rosie Jackson	<u> ✓ </u>	<u> </u>
khalid kamau	<u> ✓ </u>	<u> </u>
Mark Baker	<u> ✓ </u>	<u> </u>

THIS RESOLUTION adopted this 13th day of June 2017. CITY OF
SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**CITY OF SOUTH FULTON
DEFINED CONTRIBUTION PLAN**

Effective June 15, 2017

**CITY OF SOUTH FULTON
DEFINED CONTRIBUTION PLAN**

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ARTICLE I

PURPOSE

Effective as of June 15, 2017, the City of South Fulton (the "Employer") hereby adopts a defined contribution plan for the benefit of its employees (the "Plan"). The purpose of the Plan is to provide funds at retirement for the employees and, in the event of death, to provide funds for their beneficiaries all through an arrangement by which contributions are made to the Plan by Employees and the Employer.

This Plan is intended to be a profit sharing plan within the meaning of Treasury Regulations §1.401-1(b)(1)(ii) and is intended to meet the applicable requirements of Sections 401(a), 414(h) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Except where otherwise noted, the terms of the Plan that are in effect when a Participant terminates employment, govern the accumulation and vesting of benefits during his or her period of employment.

ARTICLE II

DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Article, unless the context clearly indicates to the contrary.

For purposes of the Plan, the following terms, when used with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context.

2.1 Account means, with respect to a Participant or Beneficiary, the amount of money or other property in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Administrative Committee may establish and maintain separate subaccounts for each such individual. "Account" shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

2.2 Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since the last date his employment commenced or recommenced.

2.3 Administrative Committee means the committee which shall act on behalf of the Employer to administer the Plan as provided in Article IX. The Administrative Committee shall be the Plan administrator, as that term is defined in Code §414(g); provided, the Employer may act in lieu of the Administrative Committee as it deems appropriate or desirable.

2.4 Affiliate means the City and any entity, person or organization which is considered a member of the same controlled group of corporations [within the meaning of Code §414(b)] as the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code §414(c)] the Employer; is a member of an affiliated service group [as defined in Code §414(m)] which

includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code §414(o). Solely for purposes of Code §415 and Section 5.3 of the Plan, the term "Affiliate" as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase "more than 50 percent" were substituted for the phrase "at least 80 percent" in each place the latter phrase appears in Code §1563(a)(1).

2.5 Annual Addition means the sum of the amounts described in Section 5.3(d).

2.6 Beneficiary means the person(s) designated in accordance with Section 7.4 to receive any death benefits that may be payable under the Plan upon the death of a Participant.

2.7 City means the City of South Fulton.

2.8 Code means the Internal Revenue Code of 1986, as amended, and any succeeding federal tax provisions.

2.9 Compensation means all of a Participant's wages as defined in Code §3401(a) for purposes of income tax withholding at the source (that is, income reportable on IRS Form W-2), but determined without regard to employee suggestion pay and any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made under Code §§125, 132(f)(4), 402(g)(3) or 457 to the Plan or other plans, on behalf of a Participant for such Plan Year. On a plan year-by-plan year basis, the Administrative Committee may elect to use any definition of "Compensation" that satisfies Code §415(c)(3) and the regulations promulgated thereunder.

Notwithstanding the foregoing, in no event shall the annual compensation taken into account under the Plan for Plan Years (or other applicable periods) exceed \$200,000 as adjusted for cost-of-living in accordance with Code §401(a)(17)(B).

2.10 Contribution means, individually or collectively, the Mandatory Employee, Employer Basic, Employer Matching, and Rollover Contributions as permitted under the Plan.

2.11 Disabled or Disability means "disabled" or "disability" as defined under the applicable long term disability insurance policy provided by the City to its employees.

2.12 Effective Date means June 15, 2017.

2.13 Eligible Employee means any full-time Employee of the Employer. In addition, elected or appointed officials and members of the City Council shall be considered Eligible Employees. Notwithstanding the foregoing, the following individuals shall not be eligible to participate in the Plan:

(a) Any individual who is an Employee solely by means of being a "leased employee" under Code §414(n)(2).

(b) Temporary or causal Employees.

- (c) Employees hired on a contract basis.
- (d) Poll officers and election workers who are not regular Employees.
- (e) Any individual who is an active member of any retirement or pension plan sponsored by the State of Georgia.

2.14 Eligible Retirement Plan means a plan which is a defined contribution plan, the terms of which permit the acceptance of rollover distributions and which is either (a) an individual retirement account described in Code §408(a), (b) an individual retirement annuity described in Code §408(b) (other than an endowment contract), (c) a qualified trust described in Code §401(a) and exempt from taxation under Code §501(a), (d) an annuity plan described in Code §403(a), (e) an annuity contract described in Code §403(b), (f) an eligible plan under Code §457(b) which is maintained by a state, political subdivision or agency or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan, or (g) to the extent permitted and in accordance with the rules applicable under Code §408A, a Roth individual retirement account described in Code §408A. This definition shall also apply in the case of a distribution to a Participant's Surviving Spouse. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code §402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA.

2.15 Eligible Rollover Distribution means any distribution to a distributee of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account), except that an Eligible Rollover Distribution shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or (ii) for a specified period of 10 years or more, (b) any distribution to the extent such distribution is required under Code §401(a)(9), and (c) the portion of any distribution that is not includable in gross income.

2.16 Employee means any individual who is employed by the Employer (including elected or appointed officials) and shall include leased employees of the Employer within the meaning of Code §414(n). Notwithstanding the foregoing, if leased employees constitute 20 percent or less of the Employer's non-highly compensated work force within the meaning of Code §414(n)(5)(C)(ii), the term "Employee" shall not include those leased employees covered by a plan described in Code §414(n)(5)(B).

2.17 Employer means the City of South Fulton, a Georgia governmental entity, and any Affiliate that affirmatively elects to adopt this Plan for the benefit of its employees and such adoption is agreed to by the City.

2.18 Employer Basic Contributions mean the contributions made by the Employer behalf of Participants under the terms of the Plan pursuant to Section 4.2.

2.19 Employer Basic Contribution Account means the separate subaccount established and maintained on behalf of a Participant, his Beneficiary to reflect his interest in the Trust Fund attributable to Employer Basic Contributions and any earnings or losses thereon.

2.20 Employer Matching Contribution means the Contributions made by the Employer that are based on the Employee's voluntary contributions to a Code §457 Plan pursuant to the terms of Section 4.3 of the Plan.

2.21 Employer Matching Contribution Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to Employer Matching Contributions.

2.22 Employment Date means the date on which the Employee first performs an Hour of Service for the Employer or Affiliates.

2.23 Entry Date means the later of the first day of the first pay period beginning after the Effective Date, or the first day of the first pay period beginning on or after Participant's date of hire.

2.24 Forfeiture means, for any Plan Year, the amount of an Account of a Former Participant which is removed from the Account during the Plan Year pursuant to Section 3.5 or Article VI.

2.25 Former Participant means a Participant whose employment with the Employer has terminated but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

2.26 Hour of Service means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate.

2.27 Investment Committee means the committee which shall act on behalf of the Employer with respect to making and effecting investment decisions, as provided in Article VIII. Unless the Employer specifies otherwise, the Administrative Committee or its delegees shall serve as the Investment Committee.

2.28 Investment Fund or Funds means those funds identified and established by the Investment Committee from time to time pursuant to the terms of Sections 8.2 and 8.3.

2.29 Leave of Absence means an excused leave of absence granted to an Employee by the Employer or an Affiliate in accordance with applicable federal or state law. Among other things, Leave of Absence shall be granted to an Employee:

(a) who leaves the service of the Employer or an Affiliate, voluntarily or involuntarily, to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment under the veteran's reemployment rights provisions as codified at 38 USC §2021, et seq., its predecessors and successors; and (ii) the Employee applies for and

reenters service with the Employer or an Affiliate within the time, in the manner and under the conditions prescribed by law; and

(b) under such other circumstances as the Administrative Committee shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

2.30 Limitation Year means the Plan Year, which shall be the "limitation year" for purposes of Code §415 and the regulations promulgated thereunder.

2.31 Mandatory Employee Contributions means the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Plan Section 3.1.

2.32 Mandatory Employee Contribution Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to Mandatory Employee Contributions.

2.33 Maternity or Paternity Leave means any period during which an Employee is absent from work as an employee of the Employer or an Affiliate (a) because of the pregnancy of such Employee; (b) because of the birth of a child of such Employee; (c) because of the placement of a child with such Employee in connection with the adoption of such child by such Employee; or (d) for purposes of such Employee caring for a child immediately after the birth or placement of such child.

2.34 Normal Retirement Age means age 65.

2.35 Normal Retirement Date. The first day of the month coincident with or next following the date a Participant attains Normal Retirement Age.

2.36 Participant means any person who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. "Participant" shall include Active Participants and Former Participants who have an Account under the Plan.

2.37 Period of Service means the aggregate of all service performed by the Employee for the Employer or Affiliate commencing with the Employee's Employment Date and ending with the first date a Period of Severance begins.

2.38 Period of Severance means a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the Employee was first absent from service. A one year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which he is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as set forth in the Plan.

(a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance.

(b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted leave under such Act (i) for the birth of a child, (ii) for the placement with the Employee of a child for adoption or foster care, (iii) to care for a spouse, child or parent of the Employee with a serious health condition, or (iv) for a serious health condition that makes the Employee unable to perform the functions of the Employee's job.

2.39 Plan means the City of South Fulton Defined Contribution Plan as contained herein and all amendments thereto.

2.40 Plan Year means initially the Effective Date to December 31, 2017, and thereafter the 12-month period beginning on January 1st of each year and ending on the following December 31st.

2.41 Reemployment Date means the date on which the Employee first performs an Hour of Service following a one year Period of Severance.

2.42 Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.6.

2.43 Rollover Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to Rollover Contributions and any earnings or losses thereon.

2.44 Rollover Contributions means the amounts contributed to the Plan (and received and accepted by the Trustee) as "rollover" contributions as defined in Code §402 and Eligible Rollover Distributions. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Trustee is permitted under the Code (including the regulations and rulings promulgated thereunder).

2.45 Severance from Service Date means the date the Employee quits, is discharged, retires, dies or otherwise ceases to be employed by the Employer.

2.46 Spouse or Surviving Spouse means, with respect to a Participant the person who is treated as married to such Participant under the laws of the state in which the Participant resides. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death. Notwithstanding the foregoing, for purposes of Sections 6.13 and 7.2(c) and to the extent otherwise required by Federal law, Spouse or Surviving Spouse means a person who is legally married to a Participant under Federal law as determined in accordance with Revenue Ruling 2013-17 and Notice 2014-19.

2.47 Terminate or Termination of Employment means an Employee's termination of employment which may result from retirement, death, disability, voluntary or involuntary

termination, unauthorized absence, or by failure to return to active employment with the Employer by the date on which an authorized Leave of Absence expires.

2.48 Trust Fund means the total amount of cash and other property held by the Trustee (or its nominee) at any time under the Trust Agreement with the Trustee.

2.49 Trustee(s) means shall mean the corporate trustee, custodian or one or more individuals collectively appointed and acting under the Trust Agreement.

2.50 Trust(s) or Trust Agreement means the separate agreement between the City and the Trustee governing the creation of the Trust Fund.

2.51 Valuation Date means each business day.

2.52 Year of Service means a period of twelve (12) consecutive months during which an Employee completes at least one (1) Hour of Service with the Employer during each such month. Participants receive credit for any Period of Severance of less than 12 consecutive months.

ARTICLE III

PARTICIPATION AND SERVICE

3.1 Participation.

(a) Except as provided below, each Eligible Employee whose Employment Date is on or after the Effective Date, shall become a Participant in this Plan effective upon the first Entry Date thereafter and shall be required to participate in the Plan.

(b) Except for the continuing participation in earnings and losses of the Account of a Former Participant, participation in the Plan shall cease upon Termination of Employment with the Employer.

(c) Elected officials and department heads may waive in writing the right to participate in the Plan. Such waiver shall be irrevocable.

3.2 Reemployment.

If an Eligible Employee is rehired and was previously a Participant, he shall participate in the Plan as of his date of reemployment.

3.3 Transfers to Ineligible Status.

If a Participant's employment status changes such that he is no longer an Eligible Employee, his participation under the Plan shall be suspended; provided, however, that during the period of his employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.2(d); (b) his Employer Account shall receive no Employer Basic Contributions; (c) he shall make no Mandatory Employee Contributions to the Plan during that time and (d) the applicable provisions of Articles V, VI and VII shall continue to apply.

3.4 Omission of Eligible Employee.

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is omitted erroneously and discovery of such omission is not made until after a contribution by the Employer has been made and allocated for such year, the Employer shall make a subsequent contribution with respect to the omitted Eligible Employee in the amount which the said Employer would have contributed with respect to him had he not been omitted.

3.5 Inclusion of Ineligible Employee.

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the contribution made with respect to the ineligible person. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made.

ARTICLE IV

CONTRIBUTIONS

4.1 Mandatory Employee Contributions.

(a) Mandatory Employee Contributions. There shall be deducted from the Compensation paid by the Employer to each individual who becomes a Participant in the Plan on or after an Entry Date occurring after the Effective Date, the sum of six percent (6%) of such Compensation as a Mandatory Employee Contribution to the Plan.

(b) Employer Pick-Up Contributions. The Employer or Affiliate shall contribute to the Plan, as applicable, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such contributions shall be made pursuant to Code §414(h) shall be treated as employer contributions in determining their federal income tax treatment under the Code.

The Employer may reduce the Compensation payable to a Participant in an amount not exceeding the amount of the contribution paid by it on behalf of such individual pursuant to this subsection. Such reduction in Compensation may be made, notwithstanding the fact that the Compensation provided by or pursuant to law for the individual may be reduced thereby.

Mandatory Employee Contributions made by the Employer on behalf of Plan Participants shall otherwise be treated as Employee contributions for all purposes under the Plan.

4.2 Employer Basic Contributions.

(a) Formula for Determining Employer Basic Contribution. For each pay period, the Employer shall contribute on behalf of each Participant eight percent (8%) of such Participant's Compensation paid or accrued for the pay period.

(b) Failure to Make Contribution for a Plan Year. Should the Employer, for any reason, fail to make a contribution for any pay period or should the Employer fail to make a contribution as provided herein, such deficiency shall be corrected in subsequent pay periods. Such contribution shall be paid by the Employer to the Trust and shall equal the amount of the deficiency plus interest at a reasonable rate from the date the contribution was due until the date the deficiency was corrected. All contributions by the Employer shall be made in cash or cash equivalents.

4.3 Employer Matching Contributions.

(a) For each Active Participant who is also making voluntary employee contributions under a Code §457 Plan, the Employer will make an Employer Matching Contribution of 50% of the total of such contribution made by the Participant to such Code §457 Plan for the Plan Year, limited as described below.

(b) The Employer Matching Contribution will be limited to fifty percent (50%) of the first four percent (4%) of the Participant's Compensation for the Plan Year that is contributed to the Code §457 Plan. Therefore, a maximum contribution of two percent (2%) of Compensation per year may be made on behalf of any Participant.

4.4 Timing of Contribution.

The Employer shall pay to the Trustee all Mandatory Employee Contributions, Employer Basic Contributions and Employer Matching Contributions as soon as possible following each payroll period and in no event later than the time prescribed by law.

4.5 Rollover Amount From Other Plans.

(a) All Participants are eligible to transfer an Eligible Rollover Distribution to the Plan. The procedures approved by the Administrative Committee shall provide that such a transfer may be made only if the following conditions are met:

- (1) the amount is received directly from an Eligible Retirement Plan or the transfer occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Eligible Retirement Plan; and
- (2) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code §402(c)(2).

(b) Notwithstanding the foregoing, if an Eligible Employee had deposited an Eligible Rollover Distribution previously received from an Eligible Retirement Plan into an individual retirement account ("IRA"), as defined in Code §408, and that IRA contains no other money from any other source, he may transfer the amount of such distribution, plus earnings thereon from the IRA to this Plan; provided, such rollover amount is deposited with the Trustee on or before the 60th day following receipt thereof from the IRA.

(c) The Administrative Committee shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Administrative Committee, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.2(d). Upon termination of employment, the total amount of the Employee's Rollover Account shall be distributed in accordance with Article VI.

4.6 Restoration Contributions.

(a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account has received a distribution of the entire vested portion of his Account [such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.3], and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence

of 5 consecutive one year Periods of Severance, that individual may repay the full amount of the distribution to the Trustee (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance commencing after the distribution. Upon such repayment, his Account will be credited with (i) all of the benefits (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

(b) Restoration of Other Forfeitures. If a Participant has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance, his Account shall be credited with all of the benefits (unadjusted for gains or losses) which were forfeited.

(c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Administrative Committee from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) contributions by the Employer.

(d) Notice of Buy-Back Rights. It shall be the duty of the Administrative Committee to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

4.7 Reemployed Veterans.

(a) To the extent and in the manner required under the Uniformed Services Employment and Reemployment Rights Act of 1994, a Participant who is absent from employment for service in the uniformed services and returns to employment with the Employer or Affiliate shall be permitted to make Mandatory Employee Contributions to the Plan with respect to such period of uniformed service, and the Employer or Affiliate shall make any Employer Basic Contributions required to be made under such Act on behalf of such Employee for the period of absence, based on the contribution rates in effect for the Plan Year(s) in which the Employee was in qualified military service. The Employee shall designate the plan year(s) to which Mandatory Employee Contributions made-up by such Employee relate. Such contributions may be made during the period beginning on the date of the reemployment of such Employee, and must be made by the end of the period that is the lesser of (i) the product of 3 and the period of qualified military service, or (ii) five years following the date of such reemployment. In the event any Mandatory Employee Contributions are made pursuant to this Section, the Employee shall not be entitled to retroactive earnings on such contributions.

(b) Any Employee who returns to employment with the Employer following a period of qualified military service shall, for purposes of this Section, be treated as receiving

Compensation equal to the Compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received but for the absence; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

(c) Any contributions made pursuant to subsection (a) above are not subject to the limits under Code §415 in the Plan Year(s) in which made; rather, such contributions are subject to such limits in the Plan Year(s) to which the contributions relate as determined according to the Employee's election under subsection (a).

4.8 Form of Contributions.

All contributions shall be paid to the Trustee in the form of cash or cash equivalents.

4.9 Circumstances Permitting Return of Employer Basic Contributions.

A contribution to the Plan and Trust by the Employer or an Affiliate that was made by a mistake of fact shall be returned to the Employer. Any such contribution shall be returned within one year after the mistaken payment of the contribution. The amount of the contribution that may be returned to the Employer is the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

ARTICLE V

ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.1 Individual Accounts.

To the extent appropriate, the Administrative Committee shall establish and maintain, on behalf of each Participant or Beneficiary, an Account which shall be divided into segregated subaccounts. The subaccounts shall include Mandatory Employee Contribution, the Employer Basic Contribution, Employer Matching Contribution, Rollover Account, and such other subaccounts as the Administrative Committee shall deem appropriate or helpful. Each Account shall be credited with Contributions or transfers allocated to such Account and generally shall be credited with earnings and losses on investments derived from the assets of such Accounts. Each Account of a Participant or Beneficiary shall be maintained until the value thereof has been distributed to or on behalf of such person.

5.2 Allocations.

The Accounts of Participants, Former Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.3, 5.4 and 5.5, in accordance with the following:

(a) Mandatory Employee Contributions. As of each payroll period for which the Mandatory Employee Contributions are made, such Mandatory Employee Contributions shall be allocated and credited directly to the such Participant's Mandatory Employee Contribution Account.

(b) Employer Basic and Employer Matching Contributions. As of each payroll period, the Employer shall provide the Administrative Committee with all information required to make a proper allocation of the Employer Basic Contribution and Employer Matching Contributions (if any) for that period. As soon as practicable after the date of receipt by the Administrative Committee of such information, the Administrative Committee shall allocate the Employer Basic Contribution and Employer Matching Contributions (if any) to each Participant's Employer Basic Contribution and Employer Matching Contributions (if any) Accounts in accordance with Sections 4.2 and 4.3.

(c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Mandatory Employee, Employer Matching, Employer Basic, and Rollover Accounts of the Active Participant, in the amounts held by such Accounts immediately prior to the earlier distribution to such Participant.

(d) Income. As of each Valuation Date, any earnings or losses (net appreciation or net depreciation) shall be allocated to each Participant's Account. Each segregated Account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

5.3 Code §415 Limitations on Maximum Contributions.

(a) General Limit on Annual Additions. In no event shall the Annual Addition to a Participant's Account for any Limitation Year, under the Plan and any other Defined Contribution Plan (as defined below) maintained by the Employer, exceed the lesser of (1) and (2) below:

- (1) 100% of the Participant's Compensation or
- (2) \$54,000 (in 2017) adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of the Treasury or his delegate, pursuant to the provisions of Code §415(d).

The Compensation limit referred to in (1) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §401(h) or 419(f)(2)) which is otherwise treated as an Annual Addition.

For purposes of applying the Code §415 limitations, Compensation shall include compensation paid to the Participant by the later of 2-1/2 months after the Participant's Severance from Service Date with the Employer or the end of the Limitation Year that includes the Participant's Severance from Service Date if such compensation is regular compensation for services during or outside the Participant's regular working hours, commissions, bonuses, or other similar payments and the compensation would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer. Compensation shall also include compensation paid to the Participant by the later of 2-1/2 months after the Participant's Severance from Service Date with the Employer or the end of the Limitation Year that includes the Participant's Severance from Service Date if such compensation is for vacation or other leave and the Participant would have been able to use the leave if the Participant had continued in employment with the Employer. A Participant's Compensation for a Limitation Year shall not include Compensation in excess of the limitation under Code §401(a)(17) that is in effect for the calendar year in which the Limitation Year begins. In accordance with Code §414(u)(12), Compensation shall include any differential wage payment (within the meaning of Code §3401(h)(2)) made by an Employer to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code §414(u)(5)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer.

(b) Correction of Excess Annual Additions. If, as a result of either the allocation of Forfeitures to an Account, a reasonable error in estimating a Participant's Compensation or such other occurrences as the Internal Revenue Service permits, the Annual Addition made on behalf of a Participant exceeds the limitations set forth in this Section, the excess amount will be corrected in any method permitted by the Internal Revenue Service's Employee Plans Compliance Resolution System (EPCRS) or any successor guidance.

(c) Special Definitions Applicable to Code §415 Limitations.

- (1) Annual Addition. For purposes of this Section, the term “Annual Addition” for any Participant means the sum for any Limitation Year of:
 - (A) contributions made by the Employer or an Affiliate on behalf of the Participant under all Defined Contribution Plans;
 - (B) contributions made by the Participant under all Defined Contribution Plans of the Employer or Affiliate [excluding rollover contributions as defined in Code §§402(a)(5), 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan’s restoration of previously forfeited benefits pursuant to Treasury Regulations §1.415(c)-1(b)(2)(ii)]; and
 - (C) forfeitures allocated to the Participant under all Defined Contribution Plans of the Employer or an Affiliate.
- (2) Defined Contribution Plan. The term “Defined Contribution Plan” means any qualified retirement plan maintained by an Affiliate which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant’s account and any income, expenses, gains, losses and forfeitures of accounts of other Participants, which may be allocated to such Participant's account.

(d) Compliance with Code § 415. The limitations in this Section are intended to comply with the provisions of Code §415 so that the maximum benefits permitted under plans of the Affiliates shall be exactly equal to the maximum amounts allowed under Code §415 and the final regulations promulgated thereunder. If there is any discrepancy between the provisions of this Section and the provisions of Code §415 and the regulations promulgated thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code.

5.4 ACP or Average Contribution Percentage.

In accordance with Treasury Regulations §1.401(m)-1(b)(2), the Plan automatically satisfies the requirements of Code §401(m).

5.5 Construction of Limitations and Requirements.

The descriptions of the limitations and requirements set forth in this Article are intended to serve as statements of the minimum legal requirements necessary for the Plan to remain qualified under the applicable terms of the Code. The Employer does not desire or intend, and

the terms of this Article shall not be construed, to impose any more restrictions on the operation of the Plan than required by law. Therefore, the terms of this Article and any related terms and definitions in the Plan shall be interpreted and operated in a manner which imposes the least restrictions on the Plan. For example, if use of a more liberal definition of "Compensation" or a more liberal multiple use test is permissible at any time under the law, then the more liberal provisions may be applied as if such provisions were included in the Plan.

5.6 Notice to Participants of Account Balances.

At least once each calendar quarter, the Administrative Committee shall cause a written statement of a Participant's Account balance to be distributed to the Participant.

5.7 Good Faith Valuation Binding.

In determining the value of the Trust Fund and the Accounts, the Trustee and the Administrative Committee shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

5.8 Errors and Omissions in Accounts.

If an error or omission is discovered in the Account of a Participant or Beneficiary, the Administrative Committee shall cause appropriate, equitable adjustments to be made as soon as practical.

ARTICLE VI

RETIREMENT/TERMINATION BENEFITS

6.1 Retirement.

If a Participant's employment with the Employer is terminated at or after his Normal Retirement Date, he is entitled to receive one hundred percent (100%) of his Account credited as of his Normal Retirement Date. However, a Participant may postpone the termination of his employment with the Employer to a later date, in which event the participation of such Participant in the Plan shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustee shall distribute all amounts credited to such Participant's Account in accordance with this Article VI.

6.2 Termination for Other Reasons.

(a) If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than death, he is entitled to receive the vested amount of his Account as of the date that the Administrative Committee processes his distribution request.

(b) All Participants shall at all times be fully vested in their Mandatory Employee Contributions and Rollover Accounts. Except as provided below, the Employer Matching Contribution Accounts and Employer Basic Contribution Accounts of a Participant shall vest in accordance with the following vesting schedule, based on the total of the Participant's Years of Service:

<u>Years of Service Completed by Participant</u>	<u>Vested Percentage</u>
Less than 1	0%
1 Year, but less than 2	20%
2 Years, but less than 3	40%
3 Years, but less than 4	60%
4 Years, but less than 5	80%
5 Years or more	100%

Notwithstanding the rules above, a Participant's Employer Matching Contribution and Employer Basic Contribution Accounts shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:

- (1) The Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;
- (2) The Participant's death while still employed as an Employee of the Employer or Affiliate;

- (3) The Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate; or
- (4) The Participant has an involuntary termination of employment with the Employer due to a reduction in force.

(c) Timing and Application of Forfeitures; Vesting After Restoration Contributions.

If a Participant who is not yet 100% vested in his Employer Matching Contribution Account or Employer Basic Contribution Account, Terminates Employment as an Employee of the Employer and all Affiliates and receives an immediate distribution of the vested amounts in his Employer Matching Contribution Account, Employer Basic Contribution Account or Transfer Account, the nonvested amounts held in such Accounts shall become a Forfeiture as of the last day of the Plan Year in which the distribution is made. If a Participant has no vested interest in his Account at the time his employment Terminates, he shall be deemed to have received a cash-out distribution at the time his employment Terminates, and the forfeiture provisions of this Section shall apply. Forfeitures shall be used first to reduce the Employer's obligation to make Restoration Contributions, and second to reduce the Employer's obligation to make Employer Basic Contributions and third to reduce Employer Matching Contributions. Forfeitures shall be used to pay expenses in the administration of the Plan (to the extent not paid out of the Trust), to reduce Restoration Contributions, or to reduce future Employer Basic Contributions or Employer Matching Contributions. If such a Participant resumes employment with the Employer or an Affiliate after he has incurred 5 or more consecutive one-year Periods of Severance, his nonvested amount shall not be restored. If such a Participant resumes employment with an Affiliate before he has incurred 5 consecutive one-year Periods of Severance, the nonvested amount shall be restored as follows:

(a) Reemployment and Vesting After Cash-Out Distribution. If by the date of reemployment such a Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Termination of Employment with all Affiliates occurred, the provisions of Section 4.7(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.2(b) with all previously earned Years of Vesting Service.

(b) Reemployment and Vesting Before Any Distribution. If by the date of reemployment such a Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.6(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

(c) Reemployment and Vesting After Other Distribution or Prior to Distribution. If by the date of reemployment such a Participant (i) has received a distribution of a portion but not all of the vested portion of his Account, or (ii) has received a distribution of the entire vested interest in his Account later than the close of the second Plan Year following the

Plan Year in which Termination of Employment with all Affiliates occurred, then the nonvested amount of his Account shall be restored pursuant to the terms of Section 4.6(b) and the total amount of his undistributed Accounts (including the restored amount) shall be credited to his Accounts. The vested interest of such Participant in such Accounts prior to the date such Participant (i) again terminates his employment with all Affiliates, (ii) incurs 5 consecutive one-year Periods of Severance (such that the nonvested portion of his Accounts are forfeited), or (iii) becomes 100% vested pursuant to the terms of Section 6.2 hereof (whichever is earliest), shall be determined pursuant to the following formula:

$$X = P (AB + [R \times D]) - (R \times D)$$

where X is the vested interest at the relevant time (that is, the time at which the vested percentage in such Accounts cannot increase); P is the vested percentage at the relevant time; AB is the balance of his Accounts at the relevant time; D is the amount of the distribution; and R is the ratio of his Account balance at the relevant time to such Account balance immediately after the distribution.

6.3 Benefit Payments.

(a) Application for Benefits. Before payment of any benefit hereunder, the Administrative Committee shall require that the Participant or Beneficiary, as the case may be, make an application for such benefit and submit the application to the Administrative Committee or its delegee in such form and manner as it shall uniformly prescribe.

(b) Effect of Payment. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustee, the Administrative Committee and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

6.4 Normal Payment Forms.

Except as otherwise provided herein, a benefit described in this Article VI shall be made in accordance with one of the following payment options as selected by the Participant on the Application for Benefits, as described in Section 6.4(a):

- (a) A single lump-sum payment;
- (b) Installment payments for a period of years (payable on a monthly, quarterly, semi-annual, or annual basis), which extends no longer than the life expectancy of the Participant as permitted under Code § 401(a)(9) and applicable Treasury Regulations issued thereunder; or
- (c) A partial lump-sum payment of a designated amount.

6.5 Assets Distributed.

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund.

6.6 Time of Payment.

(a) Except as provided below, benefits payable to a Participant under this Section shall be distributed, or shall commence to be distributed, as soon as administratively feasible after the date the benefits are requested by the Participant following such Participant's Termination of Employment for any reason other than death.

(b) Notwithstanding the foregoing, in the event that the value of the Participant's Account exceeds \$5,000 (ignoring any amount held in his Rollover Contribution Account) at the time of distribution, benefits shall not be distributed to such Participant at the time set forth in subsection (a) hereof without the Participant's written election, on a form provided by the Administrative Committee (or its designee). In order for such Participant's election to be valid, his employment must actually Terminate, his election must be filed with the Administrative Committee within the 90-day period beginning on the date of termination, and the Administrative Committee (or its designee) (no later than 30 days and no earlier than 90 days before his distribution) must have presented him with a notice informing him of his right to defer his distribution. If the Participant does not consent in writing to the distribution of his benefit at such time, his benefit shall be distributed as soon as practicable after he files an election with the Administrative Committee requesting such payment. If a Participant fails to file an election specifying the time of payment, his benefit shall be distributed as soon as administratively feasible after the end of the Plan Year in which he attains Normal Retirement Age, but in no event later than the 60th day after the end of such Plan Year. In the event of a mandatory distribution of greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrative Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrative Committee.

(c) Notwithstanding anything in the Plan to the contrary, in no event shall payment of a Participant's benefit be made later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) the date he actually Terminates Employment as an Employee of the Employer and all Affiliates; provided, if the amount of the payment cannot be ascertained by the date as of which payments are scheduled to be made hereunder, payment shall be made no later than 60 days after the earliest date on which such payment can be ascertained under the Plan; and, provided further, the Participant's benefit payments shall be made no later than the later of April 1 following the calendar year (i) in which the Participant attains age 70½, or (ii) in which the Participant Terminates. All distributions will be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9) and any other provisions reflecting the requirements of Code §401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code §401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements.

(d) In-service Distribution After Age Seventy. Notwithstanding anything in the Plan to the contrary, any Participant who is age seventy (70) or older while continuing to be actively employed by the Employer, may request a distribution of all or part of his Account under the Plan at any time. Such distribution shall be made as soon as administratively feasible after the request is made.

6.7 Nonalienation of Benefits.

Except with respect to federal income tax withholding, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. Notwithstanding the foregoing, this Section shall not apply to a "qualified domestic relations order" as defined in Code §414(p), and benefits may be paid pursuant to the provisions of such order. The Administrator shall establish a procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

6.8 Forfeiture of Benefits for Public Employment Related Crimes, Other Crimes.

Notwithstanding any other provision to the contrary, a Participant's Employer Basic Contribution and Employer Matching Contribution Accounts under the Plan otherwise payable under the Plan shall be reduced or forfeited upon final conviction for a public employment-related crime or final conviction for a drug-related crime, in accordance with and subject to the applicable provisions of O.C.G.A. §47-1-20 through §47-1-24. The terms of O.C.G.A. §47-1-20 et seq. are incorporated herein by reference, including any future amendments thereto.

Survivor benefits or refunds otherwise payable to a person upon the death of a Participant or Beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant or Beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. §47-1-24. The terms of O.C.G.A. §47-1-24 are incorporated herein by reference, including any future amendments thereto.

In the event the City shall receive, prior to payment of a Participant's benefit under the Plan, information providing a reasonable basis for belief that the Participant has violated the terms of this Section 6.9 the City may freeze the distribution of benefits to the Participant pending the determination whether such violation has occurred.

6.9 Unclaimed Benefits.

In the event a Participant becomes entitled to benefits under the Plan other than death benefits and the Administrative Committee is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Administrative Committee in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Administrative Committee shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan;

and, provided further, if the distribution is payable upon termination of the Plan, the Administrative Committee shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Administrative Committee, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

6.10 Maintenance of Account.

Upon the occurrence of circumstances which entitle a Participant or his Beneficiary to benefit payments under the Plan, the amount from which benefits are payable to or with respect to him, computed in accordance with the provisions of the Plan, may be retained in the Trust Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

6.11 Claims.

(a) Procedure. Claims for benefits under the Plan shall be approved by the Administrative Committee or its designee.

(b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Administrative Committee, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Administrative Committee on which to request further consideration of his position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Administrative Committee's possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant's position, must be filed with the Administrative Committee no later than 60 days after receipt of the written notification of denial of a claim. The Administrative Committee's decision shall be made within 120 days following the filing of the request for review and shall be communicated in writing to the claimant. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

6.12 Certain Rollover Distributions.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Employer, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the distributee in a direct rollover. For purposes of this section, the following definitions shall apply.

(a) Distributee. A distributee includes a Participant or a Participant's Surviving Spouse. A non-spouse Beneficiary of a deceased Participant who is either an individual or an irrevocable trust where the beneficiaries of such trust are identifiable and the trustee provides the Administrative Committee with a final list of trust beneficiaries or a copy of the trust document by October 31 of the year following the Participant's death, shall be a Distributee with regard to the interest of the deceased Participant, but only if the Eligible Rollover Distribution is transferred in a direct trustee-to-trustee transfer to an Eligible Retirement Plan which is an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) (other than an endowment contract).

(b) Direct Rollover. A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

ARTICLE VII
DEATH BENEFITS

7.1 Death.

If the termination of employment of a Participant is caused by his death, or if a Former Participant dies before he receives a distribution of his Account, his death benefit shall be equal to one hundred percent (100%) of his Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account to be paid in one lump sum payment. The Participant's Beneficiary shall be the person(s) designated in accordance with Section 7.4 of the Plan to receive any death benefits that may be payable under the Plan. The Administrative Committee may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Former Participant as the Administrative Committee may deem desirable. The Administrative Committee's determination of death and of the right of any person to receive payment shall be conclusive.

Payment of benefits due under this Section shall be made in accordance with the provisions of this Article VII.

7.2 Payment of Survivor Benefits.

(a) Payments to Spouse. Except as provided in Section 6.10, if the Participant's Spouse is his Beneficiary and is eligible to receive a survivor benefit under Section 7.1, payment of such benefit shall be made as soon as practical following the later of (i) the date on which the Participant would have attained his Normal Retirement Age (if he had survived) or (ii) the Participant's date of death; provided, if the Participant dies before his Normal Retirement Age, his Spouse instead may elect (on a form provided for this purpose by the Administrative Committee) for the payment of his survivor benefit to be paid as of the first day of any calendar month following the Participant's date of death.

(b) Payments to a Non-Spouse Beneficiary. If a Beneficiary who is not the Participant's Spouse is eligible to receive a survivor benefit under Section 7.1, payment of such benefit shall be made as soon as practical following the Participant's date of death.

(c) Minimum Benefit Rules. All distributions will be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9), including Treasury Regulation §1.401(a)(9)-2 and any other provisions reflecting the requirements of Code §401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code §401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements.

7.3 Cash-Out Payment of Survivor Benefits.

If the Participant's vested Account balance is \$5,000 or less on the Participant's date of death, the full amount of such vested Account balance automatically shall be paid to his

Beneficiary in one single-sum, cash-out distribution as soon as practicable after the Participant's date of death.

7.4 Beneficiary Designation.

(a) General. In accordance with the terms of this Section 7.4, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Administrative Committee may determine. If no Beneficiary designation is made by the Participant, the Beneficiary shall be his Surviving Spouse.

(b) No Designation or Designee Dead or Missing. In the event that:

- (1) a Participant dies without designating a Beneficiary;
- (2) the Beneficiary designated by a Participant is not surviving when a payment is to be made to such person under the Plan, and no contingent Beneficiary has been designated; or
- (3) the Beneficiary designated by a Participant cannot be located by the Administrative Committee within one year after the date benefits are to commence to such person;

then, in any of such events, the Beneficiary of such Participant with respect to any benefits that remain payable under the Plan shall be the Participant's Surviving Spouse, if any, and if not, then the estate of the Participant.

7.5 Distribution for Minor Beneficiary.

In the event a distribution is to be made to a minor, then the Administrative Committee may, in the Administrative Committee's sole discretion, direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or similar statute, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian or parent of a minor Beneficiary shall fully discharge the Trustee, Employer and Plan from further liability on account thereof.

7.6 Death Benefits under USERRA.

In the case of a Participant who dies while performing "qualified military service" (as defined in Code §414(u)(5)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, if any, had the Participant resumed and then terminated employment on account of death.

ARTICLE VIII

TRUST FUND

8.1 Establishment of Trust Fund.

All Contributions are to be paid over to the Trustee to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement which is incorporated herein and made a part hereof.

8.2 Investment Funds.

(a) Named Investment Funds. In accordance with instructions from the Investment Committee and the terms of the Plan, the Trustee shall establish Investment Funds for the investment of Contributions and Accounts. Such Investment Funds may be established, modified or eliminated from time to time without necessity of amendment to the Plan and shall have the investment objectives prescribed by the Investment Committee.

(b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.

8.3 Participant Direction of Investments.

Each Participant or Beneficiary generally may direct the manner in which his Accounts shall be invested in and among the Investment Funds; provided, such investment directions shall be made in accordance with the following terms:

(a) Investment of Account. As of each day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by such Participant pursuant to his most recent election, as described below. If the Participant does not make an investment election, his contributions shall be allocated to the investment fund determined by the Investment Committee as the "default" fund.

In addition, effective as of each day following his Entry Date into the Plan, each Participant (or Beneficiary) may elect, the percentage of his Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by such Participant or Beneficiary. In the event an individual fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.

(b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant or Beneficiary. The Administrative and Investment Committees shall have complete discretion to adopt and revise procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections

and the effective date of such elections; provided, elections must be permitted at least once every three months. Any procedures adopted by the Administrative and Investment Committees that are inconsistent with the deadlines specified in this Section shall supersede such provisions of this Section without the necessity of a Plan amendment.

8.4 Expenses.

The Employer shall pay all expenses in the administration of the Plan to the extent not paid out of the Trust.

8.5 Voting and Tender Offer Rights with Respect to Investment Funds.

Only if, to the extent and in the manner, permitted by the Trust and/or any documents establishing or controlling any of the Investment Funds, shall Participants and Beneficiaries be given the opportunity to vote and tender their interests in each such Investment Funds. Otherwise, such interests shall be voted and/or tendered by the Investment Manager or other fiduciary that controls such Investment Fund, as may be provided in the controlling documents.

8.6 Appointment of Investment Manager.

(a) Investment Advisor. The Investment Committee may appoint any one or more individuals or entities to serve as an Investment Advisor to the Committee. Such Investment Advisor would aid the Investment Committee in the selection of Investment Funds.

(b) Investment Manager. The Investment Committee may appoint any one or more individuals or entities to serve as the Investment Manager or Managers of the entire Trust or of all or any designated portion of a particular Investment Fund or Investment Funds. The Investment Manager shall certify that it is qualified to act as an "investment manager" within the meaning of §3(38) of ERISA and shall acknowledge in writing its fiduciary status with respect to the assets placed under its control. The appointment of the Investment Manager shall be effective upon the Trustee's receipt of a copy of an appropriate Investment Committee resolution (or such later effective date as may be contained therein), and the appointment shall continue in effect until receipt by the Trustee of a copy of an Investment Committee resolution removing or accepting the resignation of the Investment Manager (or such later effective date as may be specified therein). If an Investment Manager is appointed, the Investment Manager shall have the power to manage, acquire and dispose of any and all assets of the Trust Fund, as the case may be, which have been placed under its control, except to the extent that such power is reserved to the Trustee by the Controlling Company. If an Investment Manager is appointed, the Trustee shall be relieved of any and all liability for the acts or omissions of the Investment Manager, and the Trustee shall not be under any obligation to invest or otherwise manage any assets which are subject to the management of the Investment Manager.

8.7 Purchase of Life Insurance.

Life insurance contracts shall not be purchased.

ARTICLE IX

ADMINISTRATION

9.1 Administrative Committee; Appointment and Term of Office.

(a) The Administrative Committee shall consist of not less than three members who shall be appointed by and serve at the pleasure of the City Council (or its delegate).

(b) The City Council (or its delegate) shall have the right to remove any member of the Administrative Committee at any time. A member who is also an Employee of the Employer or an Affiliate, shall be deemed to have been removed as of his termination of employment with the Employer and all Affiliates. If a vacancy in the Administrative Committee should occur, a successor may be appointed by the City Council (or its delegate).

(c) A written certification shall be given to the Trustee of all members of the Administrative Committee together with a specimen signature of each member. For all purposes hereunder, the Trustee shall be conclusively entitled to rely upon such certification until the Trustee is otherwise notified in writing.

9.2 Organization of Administrative Committee.

The Administrative Committee may elect a Chairman and a Secretary/Treasurer from among its members. In addition to those powers set forth elsewhere in the Plan, the Administrative Committee may appoint such agents, who need not be members of such Administrative Committee, as it may deem necessary for the effective performance of its duties and may delegate to such agents such powers and duties, whether ministerial or discretionary, as the Administrative Committee may deem expedient or appropriate. The Administrative Committee shall act by majority vote. Its members shall serve as such without compensation.

9.3 Powers and Responsibility.

The Administrative Committee shall have complete control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan and the Trust Agreement. The Administrative Committee shall have the following duties and responsibilities:

(a) to construe the Plan and to determine all questions that shall arise thereunder;

(b) to select and/or remove all service providers to the Plan including the Trustee, recordkeeper, broker and investment advisor;

(c) to decide all questions relating to the eligibility of Employees to participate in the Plan;

(d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;

(e) to maintain and retain records relating to Participants and Beneficiaries;

(f) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;

(g) to prepare and furnish to the recordkeeper and/or Trustee sufficient employee data and the amount of Contributions received from all sources so that the recordkeeper and/or Trustee may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;

(h) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;

(i) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustee;

(j) to engage assistants and professional advisers;

(k) to arrange for fiduciary bonding, if necessary;

(l) to provide procedures for determination of claims for benefits; and

(m) to delegate any or all of these responsibilities.

9.4 Records of Administrative Committee.

(a) Any notice, direction, order, request, certification or instruction of the Administrative Committee to the Trustee shall be in writing and shall be signed by a member of the Administrative Committee. The Trustee and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Administrative Committee and reasonably believed to be properly executed, and shall act in accordance therewith.

(b) All acts and determinations of the Administrative Committee shall be duly recorded by its Secretary or under his supervision, and all such records, together with such other documents as may be necessary for the administration of the Plan, shall be preserved in the custody of such Secretary.

9.5 Reporting and Disclosure.

The Administrative Committee shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan. Such records shall be made available to each Participant and Beneficiary for examination during normal business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and the Plan and Trust

Agreement. The Administrative Committee shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by the Code and every other relevant statute, each as amended, and all regulations thereunder. This provision shall not be construed as imposing upon the Administrative Committee the responsibility or authority for the preparation, preservation, publication or filing of any document required to be prepared, preserved or filed by the Trustee to whom such responsibilities are delegated by law or by the Plan.

9.6 Construction of the Plan.

The Administrative Committee shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Administrative Committee shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. The Administrative Committee shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of or against any person and so as to treat all persons in similar circumstances uniformly. The Administrative Committee shall correct any defect, reconcile any inconsistency or supply any omission with respect to the Plan.

9.7 Assistants and Advisers.

(a) The Administrative Committee shall have the right to delegate any of its responsibility hereunder and to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable. To the extent that the costs for such assistants and advisers are not paid by the City, they shall be paid at the direction of the Administrative Committee from the Trust Fund as an expense of the Trust Fund.

(b) The Administrative Committee shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section; the Administrative Committee shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

9.8 Investment Committee.

(a) The Investment Committee may be named to act on behalf of the Administrative Committee to establish and carry out a funding policy consistent with the Plan objectives and with the requirements of any applicable law. Such policy shall be in writing and shall have due regard for the liquidity needs of the Trust. Such funding policy shall also state the general investment objectives of the Trust and the philosophy upon which maintenance of the Plan is based.

(b) The Administrative Committee shall determine the membership of the Investment Committee, and the members shall serve at the pleasure of the Administrative Committee or until their resignation.

(c) The Investment Committee also shall carry out the Administrative Committee's responsibility and authority as follows, to the extent delegated thereto by the Administrative Committee:

- (1) To appoint one or more persons to serve as investment manager or investment advisors with respect to all or part of the Plan assets;
- (2) To allocate the responsibility and authority being carried out by the Investment Committee among the members of the Committee;
- (3) To take any action appropriate to assure that the Plan assets are invested for the exclusive purpose of providing benefits to Participants and their Beneficiaries in accordance with the Plan and defraying reasonable expenses of administering the Plan, subject to the requirements of any applicable law; and
- (4) To employ one or more persons to render advice with respect to any responsibility or authority being carried out by the Investment Committee. To the extent that the costs for such assistants and advisers are not paid by the City, they shall be paid at the direction of the Administrative Committee from the Trust Fund as an expense of the Trust Fund.

9.9 Direction of Trustee.

The Administrative Committee shall have the power to provide the Trustee with general investment policy guidelines and directions to assist the Trustee respecting investments made in compliance with, and pursuant to, the terms of the Plan.

9.10 Bonding.

The Administrative Committee shall arrange for fiduciary bonding if required by law, but no bonding in excess of the amount required by law shall be required by the Plan.

ARTICLE X

ALLOCATION OF AUTHORITY AND RESPONSIBILITIES

10.1 General Responsibilities.

The City, as Plan sponsor, have the following authority and responsibilities:

- (a) To appoint the Trustee, the Administrative Committee and the recordkeeper, and to monitor each of their performances;
- (b) To communicate such information to the Trustee, the Administrative Committee and the recordkeeper as each needs for the proper performance of its duties;
- (c) To provide channels and mechanisms through which the Administrative Committee, the recordkeeper and/or the Trustee can communicate with Participants and Beneficiaries;
- (d) To delegate responsibilities to officers, employees or to other individuals, all of whom shall serve at the pleasure of the City;
- (e) To perform such duties as are imposed by law or by regulation; and
- (f) To serve as Plan Administrator in the absence of an appointed Administrative Committee.

In the event any of the areas of authority and responsibilities of the City overlap with that of any other Plan fiduciary, the City shall coordinate with such other fiduciaries the execution of such authority and responsibilities; provided, the decision of the City with respect to such authority and responsibilities ultimately shall be controlling.

10.2 Administrative Committee.

The Administrative Committee shall have the authority and responsibilities imposed by Article IX hereof. With respect to said authority and responsibilities, the Administrative Committee shall be a fiduciary, and as such, shall have no authority or responsibilities other than as granted in the Plan or as imposed as a matter of law.

10.3 Investment Committee.

The Investment Committee, if any is appointed, shall be a fiduciary with respect to its authority and responsibilities, as imposed by Article IX. The Investment Committee shall have no authority or responsibilities other than those granted in the Plan and the Trust.

10.4 Trustee.

To the extent provided in the Trust Agreement, the Trustee shall be a fiduciary with respect to investment of Trust Fund assets and shall have the powers and duties set forth in the Trust Agreement.

10.5 Recordkeeper.

The recordkeeper shall have the responsibility of maintaining the Plan's records and such further responsibilities and duties as set forth in a written agreement between the City and the recordkeeper.

10.6 Limitations on Obligations of Fiduciaries.

No fiduciary shall have authority or responsibility to deal with matters other than as delegated to it under the Plan, under the Trust Agreement or by operation of law. A fiduciary shall not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary if the responsibility or authority for the act or omission deemed to be a breach was not within the scope of such fiduciary's authority or delegated responsibility.

10.7 Delegation.

Fiduciaries shall have the power to delegate specific fiduciary responsibilities (other than Trustee responsibilities). Such delegations may be to officers or employees of the City or to other persons, all of whom shall serve at the pleasure of the fiduciary making such delegation and, if full-time employees of the City, without compensation. Any such person may resign by delivering a written resignation to the delegating fiduciary. Vacancies created by any reason may be filled by the appropriate fiduciary or the assigned responsibilities may be reabsorbed or redelegated by the fiduciary.

10.8 Multiple Fiduciary Roles.

Any person may hold more than one position of fiduciary responsibility and shall be liable for each such responsibility separately.

10.9 ERISA Standard.

The Administrative Committee may look to the standards of fiduciary conduct prescribed by ERISA and the common law of trusts for general guidance with respect to their responsibilities.

ARTICLE XI

MISCELLANEOUS

11.1 No Guarantee of Employment.

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Assets.

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner.

11.3 Nonforfeitability of Benefits.

Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of his right to the nonforfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

11.4 Governing Law.

The Plan shall be governed by the laws of the State of Georgia to the extent applicable, and to the extent not applicable, by federal law.

11.5 Construction.

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

11.6 Action by the Employer.

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter, it shall be done and performed by a duly authorized individual.

11.7 Uniformity.

All provisions of the Plan shall be interpreted and applied in a uniform and nondiscriminatory manner.

ARTICLE XII

AMENDMENT, TERMINATION AND ADOPTION

12.1 Amendment.

The provisions of the Plan may be amended at any time and from time to time by written amendment approved by the City Council and the Mayor; provided:

(a) No amendment shall increase the duties or liabilities of the Trustee without the consent of such party;

(b) No amendment shall impair the contract rights of any Eligible Employee; and

(c) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan and Trust Agreement may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code.

12.2 Termination.

(a) Right to Terminate. The Employer expects the Plan to be continued indefinitely, but it reserves the right to terminate the Plan or to completely discontinue Contributions to the Plan at any time by action of the City Council and the Mayor. In either event, the Administrative Committee, Investment Committee, each Affiliate and the Trustee shall be promptly advised of such decision in writing.

(b) Vesting Upon Complete Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued, the Accounts of all Participants and Beneficiaries or other successors in interest as of such date shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Administrative Committee, in its sole discretion, shall instruct the Trustee either (i) to continue to manage and administer the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Trust Agreement, or (ii) if there is no successor plan or no benefits subject to the restrictions in said Section, to pay over to each Participant or Beneficiary the value of his interest in a single sum and to thereupon dissolve the Trust.

(c) Dissolution of Trust. In the event that the Administrative Committee decides to dissolve the Trust, as soon as practicable following the termination of the Plan or the Administrative Committee's decision, whichever is later, the assets under the Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Trust assets as described herein below. Following completion of the conversion, on a date selected by the Administrative Committee, each individual with an Account under the Plan on such date shall receive a distribution of the total amount then credited to his Account. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as


provided herein, the Administrative Committee may direct the Trustee to take any action dealing with unclaimed benefits, except that it shall not be necessary to hold funds for any period of time stated in such Section. Within the expense limitations set forth in the Plan, the Administrative Committee may direct the Trustee to use assets of the Trust Fund to pay any due and accrued expenses and liabilities of the Trust and any expenses involved in termination of the Plan.

(d) Vesting Upon Partial Termination. In the event of a partial termination of the Plan, the Accounts of those Participants and Beneficiaries affected shall become 100 percent vested and nonforfeitable and, unless transferred to another qualified plan, shall be distributed in a manner and at a time consistent with the terms of this Section.

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IN WITNESS WHEREOF, the Employer has caused this Plan to be adopted effective as of the Effective Date, executed as of this 13th day of June, 2017.

CITY OF SOUTH FULTON, GEORGIA

By: 
Mayor

10959194



DIVIDER SHEET

**CITY OF SOUTH FULTON 457(b)
DEFERRED COMPENSATION PLAN**

Effective June 15, 2017

**CITY OF SOUTH FULTON 457(b)
DEFERRED COMPENSATION PLAN**

ARTICLE I. INTRODUCTION

The City of South Fulton City Council ("City Council") hereby adopts the City of South Fulton 457(b) Deferred Compensation Plan (the "Plan") effective as of June 15, 2017. The Plan is intended to be an "eligible deferred compensation plan" under section 457(b) of the Internal Revenue Code of 1986, as amended (the "Code"). The primary purpose of this Plan is to attract and retain qualified personnel by permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

- 2.01 Plan Effective Date. The Plan is established by the Employer effective June 15, 2017 (the "Effective Date").
- 2.02 Unforeseeable Emergency Withdrawals. Withdrawals under Section 7.07 shall be available under this Plan.
- 2.03 Participant's Election to Receive In-Service Distribution. A Participant may not elect to receive an in-service distribution of his account balance as described in Section 7.08.
- 2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 7.09, if the total amount payable to a Participant under the Plan does not exceed \$1,000. Such amount will be paid in cash to the Participant.
- 2.05 Loans. Loans shall be allowed under the Plan in accordance with Article X of the Plan.
- 2.06 Governing Law. This Plan shall be construed under the laws of the State of Georgia. This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

ARTICLE III. DEFINITIONS

- 3.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.
- 3.02 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.
- 3.03 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 3.04 Compensation: Compensation means all of a Participant's wages as defined in Code section 3401(a) for purposes of income tax withholding at the source (that is, income reportable on IRS Form W-2), but determined without regard to employee suggestion pay and any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made under Code sections 125, 132(f)(4), 402(g)(3) or 457 to the Plan or other plans, on behalf of a Participant for such Plan Year.
- 3.05 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 9.01, or any other amount that the Employer agrees to credit to a Participant's Account and that does not exceed the Maximum Limitation.
- 3.06 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall fix the amount of Deferred Compensation as a percentage of the Participant's Compensation; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference. Once executed and received by the Plan Administrator, or its designee, the Deferred Compensation Agreement shall be legally binding and irrevocable with regard to amounts paid or otherwise made available while the Deferred Compensation Agreement is in effect.

- 3.07 Eligible Retirement Plan: A plan described in Code section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to Code section 457(e)(16).
- 3.07 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in Code section 402(c)(4). A qualifying distribution to a non-spouse Beneficiary is also an Eligible Rollover Distribution as permitted by Code section 402(c)(11).
- 3.09 Employee: Employee means any individual who is employed by the Employer and classified as a “permanent” employee of the Employer, including any elected or appointed officials. Employee shall not include any individual who is deemed an independent contractor, a leased employee within the meaning of Code section 414(n), or classified as a “temporary” employee of the Employer. An Employee shall not include any individual who is performing services for the Employer pursuant to an agreement that provides that such individual shall not be eligible to participate in this Plan. If any individual is not classified as an Employee by the Employer and is subsequently reclassified as an Employee by any overriding governmental or regulatory authority, such individual shall nevertheless be deemed to have become an Employee prospectively only, effective as of the date of such reclassification (and not retroactive to the date on which he or she was found to have first become eligible for any other purposes), and then only if he or she otherwise satisfies the requirements of this Plan.
- 3.10 Employer: City of South Fulton, a political subdivision of the State of Georgia.
- 3.11 Includible Compensation: For a taxable year, the Participant’s compensation, as defined in Code section 415(c)(3), for services performed for the Employer. In accordance with Code section 414(u)(12), Includible Compensation shall include any differential wage payment (within the meaning of Code section 3401(h)(2)) made by the Employer to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(5)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer. The amount of Includible Compensation shall be determined without regard to any community property laws.
- 3.12 Maximum Limitation: The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 9.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.
- (a) Normal Limitation: The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section 3.13(c) below) or 100% of the Participant’s Includible Compensation, as adjusted by Section 3.13(d) below.

- (b) Catch-Up Limitation: For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:
- (1) twice the applicable dollar amount (as described in Section 3.13(c) below); or
 - (2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or another eligible plan of the Employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan. In no case may the deferred amount be more than the Participant's Normal Compensation for the year.

- (c) Applicable Dollar Amount: The applicable dollar amount is the limit set forth in Code section 457(b)(2)(A), as adjusted for cost-of-living increases in accordance with Code section 457(e)(15). The applicable dollar limit for the 2017 calendar year is \$18,000.
- (d) Age-Based Catch-Up Contributions: In addition to any other limit set forth in this section, a Participant who will attain age 50 in the calendar year may contribute an additional \$5,500, as adjusted for cost-of-living increases in accordance with section 414(v)(2)(C) of the Code. The Age- Based Catch-Up Contribution limitation for the 2017 calendar year is \$5,500.
- (e) Coordination of Catch-Up Contributions: A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.
- (f) Coordination with Other Plans: If a Participant participates in more than one Code section 457(b) plan, the maximum amount that may be credited or deferred under all such plans shall not exceed the Maximum Limitation, as adjusted for any Age-Based Catch-Up Contributions if applicable.
- (g) Excess Deferrals: Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. section 1.457-5 for a taxable year may be distributed to the Participant, with allocable net

income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.

- 3.13 Normal Compensation: The amount of Compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer Compensation under this Plan.
- 3.14 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 3.13(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under section 415(b)(2)(H)(ii)(I) of the Code, then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70½.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 3.13(b), his Normal Retirement Age may not be changed.

- 3.15 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article V or who has previously deferred compensation under this Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 3.16 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.
- 3.17 Severance from Employment: Termination of the Participant's employment relationship with the Employer.
- 3.18 Service Provider: Mass Mutual or such other entity as the Employer designates to perform administrative services under this Plan. The Employer may appoint, select or terminate the Service Provider(s) from time to time and the Plan Administrator shall have the authority to direct the transfer of all Participant Accounts for any change in applicable Service Provider(s) to successor a Service Provider(s).

ARTICLE IV. ADMINISTRATION

- 4.01 Plan Administrator. City Council has designated the Administrative Committee (as defined in the City of South Fulton Defined Contribution Plan as responsible for administering the Plan (the “Plan Administrator”). The Plan Administrator shall act as the agent of the Employer in all matters concerning the administration of this Plan and shall include any person or group of persons authorized by the Administrative Committee to act on its behalf in carrying out its duties and responsibilities under the Plan. The Plan Administrator shall have full power to adopt, execute, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants under Section 7.06 of this Plan.
- 4.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under Section 7.06 of this Plan.
- 4.03 Administrative Services. The Employer may enter into an agreement with a Service Provider to provide nondiscretionary administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

ARTICLE V. PARTICIPATION IN THE PLAN

- 5.01 Participant. An Employee becomes a Participant when he or she has properly executed and entered into a Deferred Compensation Agreement with the Employer in accordance with this Article V.
- 5.02 Enrollment in the Plan. To participate in the Plan, each Employee shall complete and remit the Deferred Compensation Agreement, including any applicable enrollment forms, to the Plan Administrator or its designee. An Employee may become a Participant as of the first day of any calendar month by entering into a Deferred Compensation Agreement with respect to compensation not yet earned. A new Employee may become a Participant on the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment with respect to compensation not yet earned. The Deferred Compensation Agreement shall defer compensation not yet earned, and each Deferred Compensation Agreement must be made before the beginning of the month in which it is to become effective or, with respect to a new Employee, on or before the first day of employment. Employees may contribute Deferred Compensation as a pre-tax deferral, a Roth deferral, as described in Appendix A, or a combination of both.

- 5.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.
- 5.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given to the Plan Administrator or its designee prior to the beginning of the month for which such change is to be effective. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Plan Administrator or its designee.
- 5.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Normal Compensation in the subsequent calendar month, by giving notice to the Plan Administrator or its designee prior to the beginning of the month for which such revocation is to be effective.
- 5.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 5.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month as to which it is to be effective.
- 5.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 5.08 Deferrals after Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, deferrals may be made for former Employees with respect to compensation described in Treas. Reg. section 1.415(c)-2(e)(3)(ii) (relating to certain compensation paid within 2½ months following Severance from Employment), compensation described in Treas. Reg. section 1.415(c)-2(g)(4) (relating to compensation

paid to participants who are permanently and totally disabled), and compensation relating to qualified military service under Code section 414(u).

ARTICLE VI. INVESTMENT OF DEFERRED COMPENSATION

- 6.01 Plan Investments. For the purposes of satisfying its obligation to provide benefits under this Plan, the amount of compensation deferred by each Participant shall be invested in Plan investments as specified in the Participants' Deferred Compensation Agreements. Amounts deferred under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 6.02 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the Employer, and the issuer, trustee, or custodian shall accept such allocation instructions directly from Participants and Beneficiaries.
- 6.02 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts, or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of section 457(g)(1) of the Code. The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.
- 6.03 Benefits Based on Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and the Employer or Plan Administrator shall not be

liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.

- 6.04 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than quarterly, showing the then-current value of his Account.
- 6.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Employer and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

ARTICLE VII. BENEFITS

- 7.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or upon Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1 of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 7.03.
- 7.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 7.01.
- 7.03 Payment Options. A Participant (or a Beneficiary as provided in Section 7.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the limitations set forth in Section 7.04:
- (a) A single lump-sum payment;
 - (b) Installment payments for a period of years (payable on a monthly, quarterly, semi-annual, or annual basis), which extends no longer than the life expectancy of the Participant as permitted under Code Section 401(a)(9) and applicable Treasury Regulations issued thereunder;
 - (c) A partial lump-sum payment of a designated amount; or

- (d) any other method of payment agreed upon between Participant and Employer and accepted by the investment provider or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

7.04 Required Minimum Distributions.

- (a) No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) and any additional Code limitations applicable to the Plan. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under section 401(a)(9) of the Code.
- (b) The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f)), below), distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant. For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the

Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections (c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of section 401(a)(9) of the Code.

- (c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year. Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.
- (d)
 - (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

- (a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph (d)(1) and subsection (2).
 - (4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the

surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.

(e) Definitions.

- (1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-4, Q&A-1, of the regulations.
- (2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31 of that distribution calendar year.
- (3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the regulations.
- (4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (5) "Required beginning date" means April 1st of the calendar year following the later of:
 - (a) the calendar year in which the Participant attains age 70-1/2; or
 - (b) the calendar year in which the Participant retires.
- (f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in

which distribution would be required to begin under subsection (b), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).

- 7.05 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under a payment option, the guaranteed or remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. If the Beneficiary does not continue to live for the remaining period of payments under the payment option, then the remaining benefits under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.
- 7.06 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 7.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under the payment option, the value of the remaining payments under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.
- 7.07 Unforeseeable Emergency Withdrawals. If the Employer so elects under Section 2.02, then in the event of an unforeseeable emergency, a Participant may apply to the Service Provider to receive that part of the value of his Account that is reasonably needed to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Service Provider, the Service Provider shall direct the issuer, trustee or custodian to pay the Participant such value as the Service Provider deems necessary to meet the emergency need.

The regulations under section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, *e.g.*, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example,

the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 7.07, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

7.08 Participant's Election to Receive In-Service Distribution. If the Employer so elects under Section 2.03, a Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:

- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 7.08 or under Section 7.09.

7.09 Distribution without Participant's Consent. If the Employer so elects under Section 2.04, the total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:

- (a) such amount does not exceed \$1,000,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 7.09 or under Section 7.08.

7.10 Death Benefits under USERRA. In the case of a Participant who dies while performing "qualified military service" (as defined in Code section 414(u)(5)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, if any, had the Participant resumed and then terminated employment on account of death.

- 7.11 Distribution During Military Service. A Participant who is performing services in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code) while on active duty for a period of more than 30 days shall be treated as having been Severance from Employment during such period and may elect to receive a distribution of all or a portion of his or her Plan Account. Any request for a distribution under this Section must be made in the manner prescribed by the Service Provider. If a Participant elects a distribution pursuant to this Section, the Participant may not make elective contributions to the Plan during the six-month period beginning on the date of the distribution.

ARTICLE VIII. NON-ASSIGNABILITY

- 8.01 In General. Except as provided in Section 8.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.
- 8.02 Domestic Relations Orders.
- (a) Allowance of Transfers: Notwithstanding Section 8.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Service Provider shall establish reasonable procedures for reviewing and determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.
 - (b) Release from Liability to Participant: The Plan's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Service Provider has been provided with satisfactory evidence that the Employer and the Plan are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Plan from any claim with respect to such amounts, in any case in which (i) the

Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Plan from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Plan if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).

- (c) Participation in Legal Proceedings: The Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer or Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

ARTICLE IX. TRANSFERS AND ROLLOVERS

- 9.01 Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 9.01 are met.

- (a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this Section 9.01(a), the Plan's liability to pay benefits to the

Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 3.13, except that, for purposes of applying the limit of Section 3.13, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

- (b) Permissive Service Credit Transfers. Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section 9.01(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 9.01(b) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

- 9.02 Rollovers. A Participant, a Participant's spouse or surviving spouse, a Participant's spouse or former spouse who is an alternate payee under a qualified domestic relations order may elect to roll over an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives.

A non-spouse Beneficiary of a deceased Participant who is a "designated beneficiary" under Code section 401(a)(9)(E) and the regulations thereunder, may roll over, by a direct trustee-to-trustee transfer, all or any portion of his distribution to an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b) (other than an endowment contract) and such transfer shall be treated as an Eligible Rollover Distribution.

ARTICLE X. LOANS

If the Employer so elects under Section 2.05, loans shall be made available to all Participants on a reasonably equivalent basis, but only to the extent permitted under the Plan investment and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements of Code section 72(p) and any other applicable regulatory guidance, including the limitations on the total of a Participant's non-taxable loans from all plans of the Employer for treatment as a tax-free loan. The making of loans under this Plan shall be subject to written guidelines set forth in a separate document, which guidelines shall govern the availability, terms and procedures for Participants to obtain loans under this Plan. The availability of loans under this Plan may be suspended, terminated or modified at any time. Notwithstanding any provision of the Plan to the contrary, if a Participant is in default on a Plan loan, such Participant shall not be eligible for a loan under the Plan until such default is cured.

ARTICLE XI. AMENDMENT OR TERMINATION OF PLAN

- 11.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan and Participants shall thereafter receive their Normal Compensation. The Administrative Committee may at any time amend this Plan to comply with any applicable required law change or for any changes that are purely administrative in nature.
- 11.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XII. USERRA

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE XIII. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XIV. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

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IN WITNESS WHEREOF, the Employer has caused this Plan to be adopted effective as of the Effective Date, executed as of this 13th day of June, 2017.

CITY OF SOUTH FULTON, GEORGIA

By: 
Mayor

APPENDIX A

ROTH DEFERRALS

SECTION 1

PURPOSE

The purpose of this Appendix A to the Plan is to modify, supersede and supplement the terms of the Plan as they relate to Roth deferrals under the Plan. This Appendix is to be construed in accordance with Code Sections 402A and 457 and any applicable guidance or regulations issued thereunder.

SECTION 2

GENERAL RULES

(a) The provisions of this Appendix will apply to Roth deferrals beginning on or after July 1, 2015 (or such other date that is administratively feasible as determined by the Plan Administrator).

(b) As of the date specified above, the Plan will accept Roth deferrals made on behalf of Participants. A Participant's Roth deferrals will be allocated to a separate account maintained for such deferrals as described in Section 3 of this Appendix.

(c) Unless specifically stated otherwise in this Appendix, Roth deferrals will be treated in the same manner as before-tax deferrals or, if applicable, as Age-Based Catch-Up Contributions, for all purposes under the Plan.

(d) Roth deferrals will be aggregated with before-tax deferrals or, if applicable, with Age-Based Catch-Up Contributions when determining the limitations described in Section 3.13 of the Plan.

(e) The making of Roth deferrals shall be subject to such administrative procedures as the Plan Administrator may prescribe pursuant to Article V of the Plan and the Plan Administrator shall have the same discretionary authority to administer the Plan with respect to Roth deferrals as it does with respect to all other aspects of the Plan.

SECTION 3

SEPARATE ACCOUNTING

(a) The Plan will maintain a record of the amount of Roth deferrals in each Participant's Account in a separate Roth Account.

(b) Contributions and withdrawals of Roth deferrals will be credited and debited to the Roth Account established for the Roth deferrals maintained for each Participant.

(c) Roth Accounts will be invested among the available Investment Funds in accordance with Article VI of the Plan.

(d) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Account and the Participant's other Accounts under the Plan.

(e) No contributions other than Roth deferrals and properly attributable earnings will be credited to each Participant's Roth Account.

SECTION 4

WITHDRAWALS

(a) A Participant may withdraw all or any portion of his or her Roth Account maintained under the Plan in accordance with Article VII of the Plan. Any withdrawal of a Participant's Roth Account will be subject to (i) the distribution rules of Code Section 402A(d) and any applicable guidance or regulations issued thereunder, and (ii) the rules and limitations as the Plan Administrator may from time to time prescribe.

(b) If a Participant takes a distribution of less than 100% of his Account (including an Unforeseeable Emergency Withdrawal), the Participant may designate whether such distribution shall be made from the Participant's before-tax deferrals or Roth deferrals.

SECTION 5

DIRECT ROLLOVERS

(a) Notwithstanding anything in this Plan to the contrary, a direct rollover of a distribution from a Roth Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) The Plan will accept a rollover contribution of Roth elective deferrals to a Roth Contribution Rollover Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) The Plan will not provide for a direct rollover (including an automatic rollover to an individual retirement plan designated by the Plan Administrator) for distributions from a Participant's Roth Account if the amount of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a year. However, Eligible Rollover Distributions from a Participant's Roth Account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

(d) The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an Eligible Rollover Distribution, but only if the amount rolled over is at least \$500, is applied by treating any amount distributed from the Participant's Roth Account as a separate

distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

SECTION 6

EXCESS DEFERRALS

In the case of a correction of excess deferrals under Section 3.13(a) of the Plan, the Plan will distribute all of a Participant's before-tax deferrals before distributing any of the Participant's Roth deferrals.

SECTION 7

ROLLOVERS

(a) A Participant, the surviving spouse of a Participant, or a Participant's former spouse who is an alternate payee under a qualified domestic relations order may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution, other than the individual's Roth Account, paid to the Plan as an in-Plan Roth rollover to the distributee's Roth Account in accordance with Code Section 402A(c)(4).

SECTION 8

DEFINITIONS

As used in this Appendix, the following words and phrases shall have the meaning set forth below:

(a) Roth deferrals. Roth deferrals are elective deferrals that are:

(i) irrevocably designated by the Participant at the time the Participant completes and remits a Deferred Compensation Agreement pursuant to Section 5.02 of the Plan as Roth deferrals that is being made in lieu of all or a portion of the before-tax deferrals the Participant is otherwise eligible to make under the Plan; and

(ii) includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Deferred Compensation Agreement election.

(b) Roth Account. The Roth Account is the account which shall reflect a Participant's interest in Roth deferrals and earnings and losses thereon.

(c) Roth Rollover Account. The Roth Rollover Account is the account which shall reflect a Participant's interest in Roth elective deferral rollover amounts and earnings and losses thereon.